



COMPTROLLER GENERAL OF THE UNITED STATES  
WASHINGTON, D.C. 20548

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B-178343

December 26, 1973

Miss Katherine Swift  
Authorized Certifying Officer  
National Park Service  
United States Department of the Interior  
7200 W. Alameda  
Denver, Colorado 80226

Dear Miss Swift:

This refers further to your letter of March 28, 1973, reference F62-CD(FCP), requesting an advance decision as to the propriety of paying Mr. John A. Ronscavage temporary quarters allowance for 20 days under the circumstances related below.

Under travel authorization dated November 24, 1971, Mr. Ronscavage traveled from San Francisco, California, to Denver, Colorado, incident to a permanent change of station and was authorized allowances specified in Office of Management and Budget Circular No. A-56, Revised August 17, 1971.

In attempting to secure permanent housing Mr. Ronscavage stated that he was unable to determine how long it would be before he was able to secure permanent quarters. He initially entered into a year's lease with Brooks Towers, an apartment building in downtown Denver, with the understanding that he would in all probability vacate his leased apartment as soon as more permanent housing was arranged. Mr. Ronscavage indicated that under the conditions of the lease he was to pay \$250 per month rental, \$25 per month garage rental, and a deposit of \$250. After residing at Brooks Towers from January 15, 1972, to April 18, 1972, Mr. Ronscavage moved into a house which he had purchased.

In making claim for temporary quarters allowance he has selected the first 20 days of temporary subsistence, the maximum to which he is entitled under pertinent regulations since he had elected to make an advance house hunting trip. Mr. Ronscavage submitted his claim as follows:

First 10 days, Jan. 15-19	\$16.83 x 4	\$ 67.32
	(Rented temporary room \$16.00 per day, plus daily garage rate of \$.83)	
	Plus meals and cleaning fees	60.75

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Jan. 19-24	\$9.16 x 6	\$ 54.96
(\$8.83 daily prorated rent and \$.83 garage rate)		
Plus meals and cleaning fees		71.50
Plus 10 days deposit at \$2.38 per day		23.80
Total claim		<u>\$270.33</u>

Second 10 days, Jan. 25-Feb. 3, 1972,	\$9.16 x 10	91.60
(\$8.83 daily prorated rent, plus \$.83 garage rate)		
Plus meals and cleaning fees		119.75
Plus 10 days prorated deposit		23.80
Total claim		<u>\$235.15</u>

Your request for decision apparently is concerned with the items for garage rent and prorated deposit.

It is noted that Mr. Ronscavage arrived at his new duty station in Denver January 15, 1972, and his family arrived the following day, January 16. Mr. Ronscavage occupied a room at Brooks Towers, January 15, through January 18, 1972, for which a cancelled check shows he paid \$64. On January 19, 1972, he and his family moved into an apartment for which a cancelled check shows he paid \$250 rent per month. Mr. Ronscavage rented the apartment on a lease basis since it was uncertain as to when he could sell his residence at his old station. By check dated December 13, 1971, or approximately one month before his actual transfer, Mr. Ronscavage paid a \$250 security deposit to Brooks Towers. It is also noted that by letter of July 28, 1972, Van Schaack & Company, which apparently is the rental agency for Brooks Towers, advised Mr. Ronscavage that he was not entitled to a refund of his deposit since, while some leases have been completed for monthly occupancy, his lease was for a year and he found it necessary to cancel the lease prior to the completion of the year. The record also indicates that Mr. Ronscavage's claim was allowed except for the prorated share of the forfeited deposit and the garage rental. Your doubt in the matter arises because you say the regulations are silent with respect to those items.

Section 8.2c of Circular No. A-56 provides as follows:

"c. What constitutes temporary quarters. Temporary quarters refers to any lodging obtained from private or

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commercial sources to be occupied temporarily by the employee and/or members of his immediate family who have vacated the residence quarters in which they were residing at the time the transfer was authorized."

Section 8.4a provides as follows:

"a. Actual expenses allowed. Reimbursement will be only for actual subsistence expenses incurred provided these are incident to occupancy of temporary quarters and are reasonable as to amount. Allowable subsistence expenses include only charges for meals (including groceries consumed while occupying temporary quarters), lodging, fees and tips incident to meals and lodging, laundry, cleaning and pressing of clothing."

Section 58-1-27(2) of the Colorado Revised Statutes 1963, 1971 Permanent Cumulative Supplement, defines a security deposit as follows:

"(2) 'Security deposit' means any advance or deposit of money regardless of its denomination, the primary function of which is to secure the performance of a rental agreement for residential premises or any part thereof."

Section 58-1-28 of the code entitled "Return of Security Deposit" provides in part that:

"\* \* \* Nothing in this section shall preclude the landlord from retaining the security deposit for nonpayment of rent, abandonment of the premises, or nonpayment of utility charges, repair work, or cleaning contracted for by the tenant."

The term lodging as used in Circular No. A-56, quoted above, refers to a temporary place of abode after transferring to a new duty station pending the location of permanent quarters and the cost of lodging in the usual situation relates to the cost of a hotel or motel room plus sales tax, if any. Security deposits in the usual meaning of the term refer to deposits to protect the lessor against violations of the rental or other provisions of the lease. See Paul v. Kanter, 172 So. 2d 26 (1965), and Dowles v. Westbrook Defense Homes, 61 F. Supp. 2 (1945). Thus, since the employee forfeited the security deposit in breach of the lease for temporary quarters, a pro rata share of

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forfeiture may not be considered a part of rent reimbursable to the employee as part of his subsistence expenses.

Also, Mr. Ronscavage is not entitled to reimbursement of garage rent since section 8.4a of Circular No. A-56 does not extend to the garaging of a vehicle when the employee is in temporary quarters where the cost of garaging an employee's automobile is paid separately from the lodging. See 47 Comp. Gen. 189 (1967).

It is also noted that the prorated rent was shown as \$8.83 per day whereas it should have been shown as \$8.33. This resulted in an overpayment of \$8 which should be collected from Mr. Ronscavage.

The copy of the voucher with supporting papers is returned herewith and action should be taken in accordance with the foregoing.

Sincerely yours,

R.F. KELLER

Deputy Comptroller General  
of the United States